Judge: Hon. Marc L. Barreca
Chapter: 7
Hearing Date: May 27, 2011
Hearing Time: 9:30 a.m.
Hearing Site: 700 Stewart St., #7106
Seattle, WA 98101
Response Date: May 20, 2011

UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re: ADAM GROSSMAN, Debtor.	Case No. 10-19817 DECLARATION OF DENICE MOEWES IN SUPPORT OF TRUSTEE'S OBJECTION TO APPLICATION FOR COMPENSATION OF TSAI LAW GROUP, SPECIAL COUNSEL TO THE DEBTOR

DENICE MOEWES declares under penalty of perjury of the laws of the State of Washington as set forth below.

1. I am over the age of 21 and am competent to make this declaration.

2. I am an attorney at the law firm of Wood & Jones, P.S., and we represent Ronald G. Brown, the Chapter 7 Trustee in the above-referenced adversary proceeding.

3. Attached hereto as Exhibit "1" are true and correct copies of documents showing the post-petition transfer of real property located at 1679 Strauss Lane, Redding, California.

4. Attached hereto as Exhibit "2" are true and correct copies of documents showing the post-petition transfer of real property located at 6831 39th Avenue, NE, Seattle, Washington/

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103
(206) 623-4382

5. Attached hereto as Exhibit "3" are true and correct copies of documents showing the post-petition transfer of real property located at 20710 Glennview, Cottonwood California.

6. The debtor did not appear for his first Chapter 7 section 341 meeting which was scheduled for April 14, 2011. The meeting was continued to April 18, 2011 at the Office of the US Trustee. The debtor did appear for this meeting and so it was continued to April 22, 2011. At that meeting Martin Smith advised the debtor's counsel that if his client did not appear on April 11, 2011 either the Trustee or the U.S. Trustee would likely file a motion to have the Marshal's pick up the debtor and bring him to his section 341 meeting. The debtor appears at the meeting on April 22, 2011.

7. To date no conversion schedules have been filed.

8. Attached hereto as Exhibit "4" is a true and correct copy of a letter and all attachments thereto I received from Hugh McCullough , who is the attorney for Lyman Opie.

Signed and dated this 20th day of May, 2011 at Seattle, Washington.

/s/ Denice E. Moewes
Denice E. Moewes

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103
(206) 623-4382

Exhibit 1

Strauss Lane

1679 Strauss Ln
Redding CA 96003

FASTWeb
Property Profile

Property Information

Owner(s)	Grossman Adam R	Parcel #	116-410-024-000
Property	1679 Strauss Ln Redding, CA 96003	Map Coord	
		Census Tract	0108.02
Mailing Addr	6821 39th Ave NE Seattle , WA 98115	County	Shasta
		Owner Phone	
Legal	.		
Lot Number	44	Tract Number	
Block		Subdivision	Redding Hlnds

Characteristics

Use	Sfr	Year Built	1987	Sq. Feet	1256
Zoning		Lot Size	.1948 / 8484.8889	# of units	
Bedrooms	3	Bathrooms	2	Fireplace	1
#Rooms		Quality	Average	Heating	
Pool/Spa	N	Air		Style	
Stories		Improvements		Parking	Garage
Flood	X	Gross Area	1256	Garage Area	504
Basement Area					

Attributes
Other

Property Sale Information

Sale Date		$/Sq. Ft.		2nd Mtg.	
Sale Price		1st Loan		Prior Sale Amt.	
Doc No.		Loan Type		Prior Sale Dt.	
Doc Type		Xfer Date		Prior Doc No.	
Seller		Lender		Prior Doc Type	

*$/Sq. Ft. is a calculation of Sales Price divided by Sq. Feet

Tax Information

Imp Value	$77,040.00	Exemption	
Land Value	$30,517.00	Tax Year/Area	2010/001176
Total Value	$107,557.00	Tax Value	$107,557.00
Tax Amount	$1,274.64	Improved	72%

Information compiled from various sources and is deemed reliable but not guaranteed.

Doc # 2011000912
Page 1 of 1
Date: 1/25/2011 02:11P
Recording Requested By:
GENERAL PUBLIC
Filed & Recorded in Official Records
of TEHAMA COUNTY
BEVERLY ROSS
COUNTY CLERK & RECORDER
Fee: $14.00

WHEN RECORDED MAIL TO:

Keywest Financial, LLC
11950 Jones Bridge Road
115-105
Alpharetta, GA 30005

A.P.N.: 007-090-341 **SPACE ABOVE THIS LINE FOR RECORDER'S USE**
Postal Address: 20710 Glennview Drive, Cottonwood, CA 96022

GRANT DEED

The undersigned grantor(s) declare(s): GRANT DEED NOT PURSUANT TO A SALE
Documentary transfer tax: $0.00 Section 11911 merging Subsidiary
City Transfer Tax: $0.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IRENE MILLER, TRUSTEE 20710 GLENNVIEW DRIVE FAMILY TRUST

Hereby GRANT(S) to KEYWEST FINANCIAL, LLC

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF TEHAMA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL B, AS THE SAME IS SHOWN ON PARCEL MAP NO. 81-43, (A SURVEY OF PARCEL 1 OF C.L. COFER ESTATE IN SECTIONS 11, 12, 13 AND 14, IN TOWNSHIP 29 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN) FILED IN BOOK 7 OF PARCEL MAPS, AT PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TEHAMA, STATE OF CALIFORNIA.

Dated: Jan 25, 2011

Irene Miller, Trustee 20710 Glennview Drive Family Trust
Irene Miller, Trustee 20710 Glennview Drive Family Trust

State of California
County of Shasta
On 1-25-2011 before me, J. Macielle, notary public personally appeared Irene M. Miller who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature JMacielle (Seal)

J. MACIELLE
COMM. NO. 1799731
NOTARY PUBLIC - CALIFORNIA
SHASTA COUNTY
MY COMMISSION EXPIRES
MAY 30, 2012

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE

1679 Strauss Ln
Redding CA 96003

FASTWeb
Property Profile

Property Information

Owner(s)	Keywest Financial Llc	**Parcel #**	116-410-024-000
Property	1679 Strauss Ln Redding, CA 96003	**Map Coord**	
		Census Tract	0108.02
Mailing Addr	11950 Jones Bridge Rd #115 Alpharetta , GA 30005	**County**	Shasta
		Owner Phone	
Legal	.		
Lot Number	44	**Tract Number**	
Block		**Subdivision**	Redding Hind

Characteristics

Use	Sfr	**Year Built**	1987	**Sq. Feet**	1256
Zoning		**Lot Size**	.1948 / 8484.8889	**# of units**	
Bedrooms	3	**Bathrooms**	2	**Fireplace**	1
#Rooms		**Quality**	Average	**Heating**	
Pool/Spa	N	**Air**		**Style**	
Stories		**Improvements**		**Parking**	Garage
Flood		**Gross Area**	1256	**Garage Area**	504
Basement Area					

Attributes
Other

Property Sale Information

Sale Date		**$/Sq. Ft.**		**2nd Mtg.**	
Sale Price		**1st Loan**		**Prior Sale Amt.**	
Doc No.		**Loan Type**		**Prior Sale Dt.**	
Doc Type		**Xfer Date**		**Prior Doc No.**	
Seller		**Lender**		**Prior Doc Type**	

***$/Sq. Ft. is a calculation of Sales Price divided by Sq. Feet**

Tax Information

Imp Value	$77,040.00	**Exemption**	
Land Value	$30,517.00	**Tax Year/Area**	2010/001175
Total Value	$107,557.00	**Tax Value**	$107,557.00
Tax Amount	$1,274.64	**Improved**	72%

Information compiled from various sources and is deemed reliable but not guaranteed.

Exhibit 2

6821 39th Ave NE

2010-0039956

DA 3 Dec

Recorded Official Records County of Shasta Leslie Morgan Assessor-Recorder | REC FEE 37.00

12:42PM 20-Dec-2010 | PM Page 1 of 3

RECORDING REQUESTED BY
ADAM R. GROSSMAN

ORDER #
APN

WHEN RECORDED MAIL TO

Name Abraham Wyner
Street Address 1309 Sussex Road
City State Zip Wynnewood, PA 19096

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust and Assignment of Rents

This Deed of Trust, made this 3 day of March 2010, between

ADAM R. GROSSMAN

, herein called TRUSTOR,

whose address is 6821 39th Avenue NE (number and street) Seattle (city) WA (state) 98115 (zip)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and

Abraham Wyner

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Redding, County of Shasta California, described as:

773 Metro Way, Redding, CA, 96003, Parcel #116-250-048-000

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:
1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $ 15,000 executed by Trustor in favor of Beneficiary or order. 3, Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:
(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

A. Grossman 3/1/2010

ADAM R. GROSSMAN

ACKNOWLEDGMENT

State of California

County of Shasta

On December 20, 2010 before me, M Baldwin (Notary Public)

(HERE INSERT NAME AND TITLE OF THE OFFICER)

personally appeared A. Grossman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [signature]

(Seal)

M. BALDWIN
Commission # 1757540
Notary Public - California
Shasta County
My Comm. Expires Jul 16, 2011

Exhibit 3

Cottonwood

Search: Public Records : Real Property
Terms: street address(20710 glennview drive) city(cottonwood) state(ALL)

No.	Name Information	Property Address	APN	Jurisdiction
1.	Buyer KEYWEST FINANCIAL LLC, 11950 JONES BRIDGE RD ALPHARETTA, GA 30005-8911 Seller MILLER, IRENE 20710 GLENNVIEW DRIVE FAMILY TRUST,	**20710 GLENNVIEW DR COTTONWOOD, CA 96022-9308 TEHAMA COUNTY**	007-090-34	Deed Record for TEHAMA, CA Recording Date: 01/25/2011 Contract Date: 01/25/2011 Data Source: B
2.	Buyer KEYWEST FINANCIAL LLC 11950 JONES BRIDGE RD UNIT 115-10 ALPHARETTA, GA 30005-8911 Seller 20710 GLENNVIEW DRIVE TRUST	**20710 GLENNVIEW DR COTTONWOOD, CA 96022-9308 TEHAMA COUNTY**	007-090-34	Deed Record for TEHAMA, CA Recording Date: 01/25/2011 Contract Date: 01/25/2011 Data Source: A
3.	Borrower GROSSMAN, ADAM R 20710 GLENVIEW DRIVE FAMILY TRUST	**20710 GLENNVIEW DR COTTONWOOD, CA 96022-9308 TEHAMA COUNTY**		Mortgage Record for TEHAMA, CA Recording Date: 12/20/2010 Contract Date: 05/25/2010 Data Source: B
4.	Buyer 20710 GLENNVIEW DRIVE TRUST 6821 39TH AVE NE SEATTLE, WA 98115-7442	**20710 GLENNVIEW DR COTTONWOOD, CA 96022-9308 TEHAMA COUNTY**	007-090-34	Deed Record for TEHAMA, CA Recording Date: 12/20/2010 Contract Date: 05/25/2010 Data Source: A
5.	Buyer GROSSMAN, ADAM R 5766 27TH AVE NE SEATTLE, WA 98105-5512 Seller PETERS, PATRICK PETERS, RUTH	**20710 GLENNVIEW DR COTTONWOOD, CA 96022-9308 TEHAMA COUNTY**	007-090-34	Deed Record for TEHAMA, CA Recording Date: 05/20/2010 Contract Date: 05/18/2010 Data Source: B
6.	Buyer GROSSMAN, ADAM 5766 27TH AVE NE SEATTLE, WA 98105-5512 Seller PETERS PATRICK & RUTH	**20710 GLENNVIEW DR COTTONWOOD, CA 96022-9308 TEHAMA COUNTY**	007-090-34	Deed Record for TEHAMA, CA Recording Date: 05/20/2010 Contract Date: 05/18/2010 Data Source: A

No.	Name Information	Property Address	APN	Jurisdiction
-				

Search:	Public Records : Real Property
Terms:	street address(20710 glennview drive) city(cottonwood) state(ALL)
Date/Time:	Thursday, April 07, 2011 8:33 PM
Permissible Use:	DPPA - Litigation GLBA - Legal Compliance

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Exhibit 4

Letter

Davis Wright Tremaine LLP

Suite 2200
1201 Third Avenue
Seattle, WA 98101-3045

Hugh McCullough
(206) 757-8189 tel
(206) 757-7189 fax

hughmccullough@dwt.com

February 7, 2011

By Overnight Courier

Denice E. Moewes, Esquire
303 North 67th Street
Seattle, Washington 98103

Re: *In re Grossman*, No. 10-19817 (Bankr. W.D. Wash.)

Dear Ms. Moewes:

I represent Mr. Lyman Opie, who is a substantial creditor of Adam R. Grossman's bankruptcy estate. As I discussed with Mr. Ronald Brown on January 14, 2011, Mr. Opie loaned an aggregate principal amount of $205,000 to Mr. Grossman. Mr. Opie is providing the enclosed documents to give you information about those loans.

Mr. Opie made a total of four loans to Mr. Grossman:

- $15,000 on October 6, 2009 (disbursement made by check)
- $35,000 on November 13, 2009 (disbursement made by wire transfer)
- $135,000 on May 25, 2010 (disbursement made by wire transfer)
- $20,000 on October 13, 2010 (disbursement made by check)

The first three disbursements were made to Terrington Davies Capital, which is a company owned or controlled by Mr. Grossman. The last disbursement was made to "Tsai Law Firm," who has represented Mr. Grossman in connection with his dissolution proceeding. Attached to this letter are copies of wire transfer receipts and checks showing those disbursements.

As security for his indebtedness, Mr. Grossman executed two deeds of trust for property commonly known as 20710 Glennview Drive, Cottonwood, California. The first deed is dated May 25, 2010, but was apparently never recorded. The second deed appears to have been recorded post-petition by Mr. Grossman on December 20, 2010. Attached are copies of the deeds of trust.

In connection with the $15,000 loan and the $35,000 loan, Mr. Grossman executed a promissory note dated December 31, 2009. In connection with the $135,000 loan, Mr. Grossman executed a promissory note dated May 25, 2010. (The $20,000 loan may be accounted for under the May 25, 2010 promissory note because the note expressly provided for the possibility that

DWT 16522523v1 0093156-000001

additional loans of up to $30,000 might be made pursuant to its terms.) Attached are copies of the promissory notes.

We hope that this information is helpful to you in Mr. Brown's work as chapter 11 trustee for Mr. Grossman's bankruptcy estate. I will be happy to answer any questions that you may have about these materials. In turn, we would be interested in any information that you are able to provide about the prospects for a distribution to creditors.

Very truly yours,

Hugh McCullough

Enclosures

cc: Mr. Lyman C. Opie

DWT 16522523v1 0093156-000001

OFFICIAL CHECK

Citizens Bank

510147631-4

[illegible] 08, 20[illegible]

$15,000.00 DOLLARS

TERRINGTON DAVIES CAPITAL [illegible]

NON-NEGOTIABLE

MEMO:

PAYMENT OF: ____________________

SAVE THIS RECORD

This Official Check may not be replaced for 90 days after the issue date if lost or stolen.

WE CANNOT GIVE INFORMATION OR SEARCH RECORDS UNLESS THIS COPY IS PRESENTED

CUSTOMER'S RECORD

55-14-3771B 8-2001

Citizens Bank

LYMAN C OPIE
215 S BROADWAY
SALEM NH 030793374

TO: LYMAN C OPIE

Your CITIZENS BANK Account Number [redacted]6834 has been debited on 2009-11-13 for an outgoing wire transfer as follows.

Amount: $35,000.00
MTS TRN: 20091113-005940

CDT: A/026009593
BANK OF AMERICA, N.A., NY
NEW YORK, NY

1ST IBK: /

SEND: B/MA501
CENTRAL SQUARE-WEST
MA-501

INTR BNK: /

ORDER BNK: /

BNF BNK: /

ORIG: /

BNF: /23377716
TERRINGTON DAVIES CAPITAL
MANAGEMENT LLC
4001 KENNET PIKE
GREENVILLE DE 19807

Additional information (if applicable)
FED IMAD: 1113A1B7A41C001197/POSTING TIME: 2009-11-13 12:46:32.78

Thank you for your business. For inquiries please call 1-877-471-1961.

Citizens Bank

LYMAN C OPIE
215 S BROADWAY BOX 242
SALEM NH 03079

TO: LYMAN C OPIE

Your CITIZENS BANK Account Number [redacted]9127 has been debited on 2010-05-25 for an outgoing wire transfer as follows.

Amount: $135,000.00
MTS TRN: 20100525-007464

CDT: A/026009593
BANK OF AMERICA, N.A., NY
NEW YORK, NY

1ST IBK: /

SEND: B/MA504
HARVARD SQUARE
MA-504

INTR BNK: /

ORDER BNK: /

BNF BNK: /

ORIG: /

BNF: /23377716
TERRINGTON DAVIES CAPITAL
MANAGEMENT LLC
4001 KENNETT PIKE STE 134-753
WILMINGTON DE 19807

Additional information (if applicable)
FED IMAD: 0525A1B7A41C001708/POSTING TIME: 2010-05-25 15:38:12.07

Thank you for your business. For inquiries please call 1-877-471-1961.

Check Image

Print

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER, "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: PAYMENT

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

$20,000.00

Please Direct Any Questions To:
Online Bill Payment Processing Center
(800) 243-2500

7017/2110

0000005104

LYMAN C OPIE
215 S BROADWAY BOX 242
SALEM, NH 03079

RBS CITIZENS, NATIONAL ASSOCIA

October 13, 2010

MEMO: acct of Adam Grossman

Pay TWENTY THOUSAND AND 00/100 DOLLARS

$ ****20,000.00

To The Order Of
TSAI LAW FIRM
ATTN EMILY TSAI
2101 4TH AVE STE 1560
SEATTLE, WA 98121 2316

Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor

⑈005104⑈ ⑆211070175⑆ [redacted]9127⑈ ⑈0002000000⑈

6575492

PAY TO THE ORDER OF
BANK OF AMERICA
SEATTLE, WA
FOR DEPOSIT ONLY
TSAI LAW COMPANY, PLLC
IOLTA ACCOUNT [redacted]

BANK OF AMERICA, NA SEA
10/12/10
0350244274

FEDERAL RESERVE BOARD

CLOSE

This is an image of an item (check, substitute check, or debit memo) which has posted to your account. Items resulting in a non-sufficient funds situation may not have been paid. Unpaid items will show as a credit item in your account history on the business date following the date the item was presented.

RECORDING REQUESTED BY

ADAM R. GROSSMAN

ORDER #

APN

WHEN RECORDED MAIL TO

Name LYMAN OPIE

Street Address 60 Magazine Street

City State Cambridge, MA 02139

Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust and Assignment of Rents

This Deed of Trust, made this day of , between

ADAM R. GROSSMAN

whose address is 6821 39th Avenue NE (number and street) Seattle (city) WA (state) 98115 (zip), herein called TRUSTOR

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and

LYMAN C. OPIE, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of unincorporated area, County of Tehama California, described as:

the property commonly known as 20710 Glennview Dr, Cottonwood, CA

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:
1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $ 300,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:
(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving onto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to th... benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

A. Grossman

ADAM R. GROSSMAN, May 25, 2010

ACKNOWLEDGMENT

State of

County of

On before me, (HERE INSERT NAME AND TITLE OF THE OFFICER)

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________________

(Seal)

Doc # 2010014817
Page 1 of 3
Date: 12/20/2010 11:23A
Recording Requested By:
GENERAL PUBLIC
Filed & Recorded in Official Records
of TEHAMA COUNTY
BEVERLY ROSS
COUNTY CLERK & RECORDER
Fee: $34.00

RECORDING REQUESTED BY
ADAM R. GROSSMAN

ORDER #
APN

WHEN RECORDED MAIL TO

Name Lyman Opie
Street
Address 60 Magazine St
City
State Cambridge MA 02139
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust and Assignment of Rents

This Deed of Trust, made this day of , between

ADAM R. GROSSMAN (as Trustee, 20710 Glennview Drive Family Trust)

whose address is 6821 39th Avenue NE Seattle WA 98115 , herein called TRUSTOR,
(number and street) (city) (state) (zip)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation , herein called TRUSTEE, and

Lyman Opie [illegible] BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Cottonwood , County of Tehama California, described as:

20710 Glennview Drive, Cottonwood, CA, 96022

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF TEHAMA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS: PARCEL B, AS THE SAME IS SHOWN ON PARCEL MAP NO. 81-43, (A SURVEY OF PARCEL [illegible] COPER ESTATE IN SECTIONS 11, 12, 13 AND 14, IN TOWNSHIP 28 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN) FILED IN BOOK 7 OF PARCEL MAPS, AT PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TEHAMA, STATE OF CALIFORNIA. APN 007-090-34. TOGETHER WITH AN EASEMENT APPURTENANT TO PARCEL [illegible] AND INCIDENTAL THERETO OVER THE SOUTH 60 FEET OF PARCEL "A" AS SAID PARCELS "A" AND "B" ARE SHOWN ON PARCEL MAP NO. 81-43 RECORDED DECEMBER 14, 1981 IN BOOK 7, AT PAGE 97, OFFICIAL RECORDS OF TEHAMA COUNTY, SHOWN AS GLENNVIEW DRIVE ON SAID MAP.

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:
1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of $ 300,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:
(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof [illegible] by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and [illegible] enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, [illegible] [illegible] Beneficiary shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as [illegible], whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

A. Grossman 5/25/2010

ADAM R. GROSSMAN

ACKNOWLEDGMENT

State of California

County of Shasta

On December 20, 2010 before me, M Baldwin (Notary Public)

(HERE INSERT NAME AND TITLE OF THE OFFICER)

personally appeared A. Grossman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M Baldwin

(Seal)

M. BALDWIN
Commission # 1757540
Notary Public - California
Shasta County
My Comm. Expires Jul 16, 2011

Promissory Note

Part 1. Names

Borrower:

ADAM R. GROSSMAN

6821 39th Avenue NE

Seattle, Washington 98115

Lender:

LYMAN C. OPIE

60 Magazine Street

Cambridge, Massachusetts 02139

In this promissory note, the term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. In the event of Borrower's death, Borrower's estate shall be fully responsible for all principal and interest under the terms of this note. The term Lender refers to any person who legally holds this note, including a buyer in due course.

Part 2. Promise to Pay

For value received (i.e., $15,000 on October 8, 2009, and $35,000 on November __, 2009), Borrower promises to pay Lender $55,668.27 as specified below.

Part 3. Payment Date

Borrower will pay the entire amount of principal and interest on or before January 31, 2011, and is extendible by agreement of both parties in writing. Payment shall be made via domestic bank wire as instructed by Lender or as otherwise determined if mutually agreed by Lender and Borrower in writing.

AG

Part 4. Interest Payments

Interest shall be charged on the sum specified in Part 2 at the rate of 9% per year and compounded continuously from the date the above-referenced sums were received until the date it is paid in full. (Borrower will receive credits for prepayments, reducing the total amount of interest to be paid.)

Part 5. Prepayment

Borrower may prepay all or any part of the principal without penalty.

Part 6. Security

This note is secured by the real estate described in the attached mortgage or deed of trust.

Part 7. Collection Costs

If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

Part 8. Late Payment

If repayment in full is not made by the due date, interest shall accrue at a daily rate of 20% per annum and shall continue to accrue until all interest and principal is repaid in full.

Part 9. Notices

Lender and Borrower shall keep each other mutually informed of their current addresses or other ways they prefer to be contacted.

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Part 10. Disputes

If a dispute arises, either party may take the matter to court.

Signature of Borrower

Dated: December 31, 2009

By: A. Grossman
ADAM R. GROSSMAN

Promissory Note

Part 1. Names

Borrower:
ADAM R. GROSSMAN
6821 39th Avenue NE
Seattle, Washington 98115

Lender:
LYMAN C. OPIE
60 Magazine Street
Cambridge, Massachusetts 02139

In this promissory note, the term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. In the event of Borrower's death, Borrower's estate shall be fully responsible for all principal and interest under the terms of this note. The term Lender refers to any person who legally holds this note, including a buyer in due course.

Part 2. Promise to Pay

For value received of $135,000 on May 25, 2010, and up to $165,000 at the sole discretion of the Lender at any later date, Borrower promises to pay Lender the balance in full as specified below.

Part 3. Payment Date

Borrower will pay the entire amount of principal and interest on or before June 25, 2010, and is extendible by agreement of both parties in writing. Payment shall be made via domestic bank wire as instructed by Lender or as otherwise determined if mutually agreed by Lender and Borrower in writing.

Part 4. Interest Payments

Interest shall accrue daily at the end of each and every calendar day at the Daily Rate until the principal and interest are paid in full. The Daily Rate shall be $100/day for each calendar day prior to the Payment Date and the Daily Rate shall increase by $5/day each calendar day starting on the Payment Date.

AG

Part 5. Prepayment

Borrower may prepay the principal prior to the Payment Date. If the principal and interest have been repaid in full, interest shall not accrue.

Part 6. Security

This note is secured by the real estate described in the attached mortgage or deed of trust.

Part 7. Collection Costs

If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

Part 8. Late Payment

Lender shall be entitled to initiate a foreclosure against the property securing this note 30 days after the Payment Date if all Principal and Interest are not paid in full.

Part 9. Notices

Lender and Borrower shall keep each other mutually informed of their current addresses or other ways they prefer to be contacted.

Part 10. Disputes

If a dispute arises, either party may take the matter to court.

Signature of Borrower

Dated: May 25, 2010

By: A. Grossman

ADAM R. GROSSMAN